

1 Ford Greene
California State Bar No. 107601
2 HUB LAW OFFICES
711 Sir Francis Drake Boulevard
3 San Anselmo, California 94960-1949
Telephone: 415.258.0360
4 Telecopier: 415.456.5318
5 Attorney for Defendant
GERALD ARMSTRONG
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FILED

AUG 15 1994

HOWARD HANSON
MARIN COUNTY CLERK
By J. Steele, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MARIN

10 CHURCH OF SCIENTOLOGY INTERNATIONAL,)
a California not-for-profit)
11 religious corporation,)
12 Plaintiff,)
13 vs.)
14 GERALD ARMSTRONG; MICHAEL WALTON;)
THE GERALD ARMSTRONG CORPORATION)
15 a California for-profit)
corporation; DOES 1 through 100,)
16 inclusive,)
17 Defendants.)
18

No. 157 680

EVIDENCE IN SUPPORT OF
GERALD ARMSTRONG'S MOTION
FOR SUMMARY JUDGMENT, OR,
IN THE ALTERNATIVE, FOR
SUMMARY ADJUDICATION OF
ISSUES

Date: September 9, 1994
Time: 9:00 a.m.
Dept: One
Trial Date: 9/29/94

VOLUME IV

RECEIVED

AUG 15 1994

HUB LAW OFFICES

PROMISSORY NOTE

For value received, the undersigned promises to pay to Gerald David Armstrong the principal sum of \$29,245.53 (twenty-nine thousand two-hundred forty-five dollars and fifty-three cents).
Terms: The undersigned shall make principal and interest payments of \$29,245.53 on Gerald David Armstrong's behalf toward his half-portion of the \$159,600.00 trust deed and note secured by 7140 Buckingham Blvd, Oakland, California 94705 - this in addition to principal and interest payments on undersigned's half portion of the same trust deed and note (beneficiary of said trust deed and note is Fidelity Federal Savings and Loan Association.) Should Gerald David Armstrong and the undersigned agree mutually to sell the above mentioned real property, the undersigned agrees to pay Armstrong any remaining principal, out of escrow proceeds. The interest rate on this promissory note shall be the same rate as the above mentioned trust deed and note, which is a variable rate loan.

Michael E. Douglas 7-28-87
Michael Edward Douglas date

Kima Elizabeth Douglas 7-28-87
Kima Elizabeth Douglas date

*this debt
is on this date
forgiven as a
gift*

Aug 30 1990
[Signature]

PROMISSORY NOTE

For value received, the undersigned promise to pay to Gerald David Armstrong the principal sum of \$66,988.48 (sixty-six thousand, nine hundred eighty-eight dollars and forty-eight cents), in monthly installments of \$719.86, or more, principal and interest, at an annual interest rate of 10%. The note shall run from June 1, 1988, with the first payment due July 1, 1988, and the last payment due on or before June 1, 2003.

All parties hereto agree that this note supercedes and voids the previous note in the principal amount of \$29,245.53, dated July 28, 1987, in which Michael Edward Douglas and Kima Elizabeth Douglas were the payor, and Gerald David Armstrong was the payee.

Michael Edward Douglas 6-3-88
Michael Edward Douglas Date

Kima Elizabeth Douglas 6-3-88
Kima Elizabeth Douglas Date

Gerald David Armstrong Date

*This debt is on
this date forgiven
as a gift.
Aug 30 1990
G. [Signature]*

DO NOT DESTROY THIS NOTE: When paid, this note, if secured by Deed of Trust, must be surrendered to Trustee for cancellation, before reconveyance will be made.



PROMISSORY NOTE

(STRAIGHT)

(INCLUDING ACCELERATION CLAUSE)

\$ \$10,000.00 Berkeley, California, June 1, 19 90
Six months after date, for value received
Michael E. Douglas and Kima E. Douglas

promise _____ to pay to Gerald David Armstrong

or order at such place as holder may designate the sum of
Ten thousand Dollars Dollars
with interest from June 1, 1990 until paid, at the rate of
ten (10) percent per annum; payable **ALL DUE AND PAYABLE DECEMBER 1, 1990**

Should interest not be so paid it shall thereafter bear like interest as the principal. Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due, at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note, I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by a DEED OF TRUST.

This debt is or this note is forgiven as a gift. Aug 20, 1990

If the trustors shall sell, convey or alienate said property or any part thereof or any interest therein, or shall be divested of their title in any manner or way, whether voluntarily or involuntarily, any indebtedness or obligation secured hereby, irrespective of the maturity date expressed in any note evidencing the same, at the option of the holder hereof and without demand or notice, shall immediately become due and payable.

Michael E. Douglas

Kima Douglas

DO NOT DESTROY THIS NOTE: When paid, this note, with Deed of Trust securing same, must be surrendered to Trustee for cancellation, before reconveyance will be made.

FORM 8

NOTE SECURED BY DEED OF TRUST
(STRAIGHT NOTE)

\$ 66,988.48 Berkeley, California, June 1, 19 88

Fifteen years after date,
for value received, Michael E. Douglas and Kima E. Douglas
promise to pay to Gerald David Armstrong
or order, at such place as holder may designate the sum of
Sixty-six thousand nine hundred eighty-eight and 48/100 DOLLARS
in Lawful Money of the United States, with interest thereon in like Lawful Money from June 1, 1988
until paid, at the rate of ten (10) per cent per annum,
\$719.86, principal plus interest, monthly.

Should interest not be so paid it shall thereafter bear like interest as the principal. Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. If action be instituted on this note the undersigned promise..... to pay such sum as the Court may fix as attorney's fees. This note is secured by a Deed of Trust of even date herewith.

This debt is on this date forgiven on a gift on Aug. 30, 1990

Michael E. Douglas
Michael E. Douglas

[Signature]
[Signature]
Kima E. Douglas

WESTERN TITLE GUARANTY COMPANY ALAMEDA COUNTY DIVISION

FEB 28 1990
EA

ORIGINAL

MAR - 9 1990

Permission to file respondent's brief GRANTED
Time to file respondent's brief extended to 60 days after date of this order.
[Signature]

FILED

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FEB 28 1990

SECOND APPELLATE DISTRICT

N. WILSON Clerk

DIVISION THREE

Deputy Clerk

CHURCH OF SCIENTOLOGY OF CALIFORNIA, et al.,)

Plaintiffs-Appellants,)

v.)

GERALD ARMSTRONG,)

Defendant-Respondent)

MARY SUE HUBBARD)

Intervenor.)

Case No. B025920

LASC No. C420153

) RESPONDENT'S PETITION
) FOR PERMISSION TO FILE
) RESPONSE AND FOR AN
) EXTENSION OF TIME TO
) FILE RESPONSE

3-22-90

I am the respondent Gerald Armstrong. I am petitioning this court at this time for permission to file a respondent's brief in this appeal and for an extension of time in which to file a respondent's brief or other appropriate document.

1. Permission to File:

The unusual need for this court's permission to file a respondent's brief arises from a condition contained in a document entitled MUTUAL RELEASE OF ALL CLAIMS AND SETTLEMENT AGREEMENT signed by me December 6, 1986, a copy of which is attached hereto in a sealed envelope as Exhibit A. I have no objection to this document being unsealed.

Para. 4A of the settlement agreement allowed appellants to maintain their appeal, no. B005912, which had been filed in 1984, although the case

was ostensibly settled. Para. 4B contains the condition that I "waive any rights [I] may have to oppose (by responding brief or any other means) any further appeals taken by the Church of Scientology of California."

I have recently become convinced that it would be a fraud upon this court to not advise it that the respondent is prohibited from filing a brief. I am also now convinced that my right to file a respondent's brief is not something that can be taken away by such a settlement agreement.

I have discovered, moreover, that "the failure to file respondent's brief imposes an unnecessary burden on [the] court, and at least raises the inference that respondent concedes that the appeal is meritorious," Sowell v. Sowell, 164 Cal. App. 2d 371, 330 P.2d 391 (1958), Yarbrough v. Yarbrough, 144 Cal. App. 2d 610, 301 P. 2d 426 (1956); that the court "may assume . . . that the respondent has abandoned any attempt to support the judgment, and . . . may also assume that the points made by the appellant are meritorious," Roth v. Keene, 256 Cal. App. 2d 725, 64 Cal. Rptr. 399 (1967); and that the court "shall regard with disfavor the failure of a respondent in any case to assist the court by means of an answering brief," James v. James, 125 Cal. App. 2d, 417, 270 P.2d, 538 (1954).

I am therefore requesting this court's permission to file a respondent's brief, motion for dismissal or other responsive document.

2. Extension of Time to File:

I received Appellants' Brief and Appellants' Supplemental Appendix in Lieu of Clerk's Transcript from Flynn, Sheridan & Tabb on January 18, 1990. I have not yet received Appellants' Appendix.

I am not an attorney and I am not represented by legal counsel in any Scientology matters at this time. Neither Flynn, Sheridan & Tabb nor Contos & Bunch, both of which firms represented me throughout the litigation of

this case in the lower court, will be representing me in this appeal. It is my intention to retain an attorney to represent me in this appeal if at all possible.

Appellants had five and a half years from the date the trial court issued its Decision to the date they filed their brief.

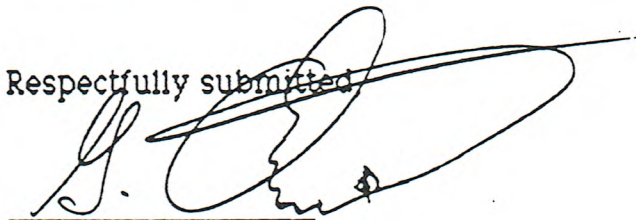
Appellants have filed another appeal, entitled Church of Scientology of California and Mary Sue Hubbard, Appellants, against Gerald Armstrong, Defendant, Bent Corydon, Appellee, Civ. No. B 038975 in Division Four in the Second Appellate District, which has its genesis in the same case underlying this appeal, Super. Ct. No. C420153, and concerns many of the same facts and issues as this appeal. I am at this time also petitioning the Division Four Court for permission to respond in that appeal.

There remain a number of issues springing from the settlement agreement, appellants' actions in violation of the agreement, and appellants' obstructive and threatening use of the agreement, which this court does not have to consider in order to grant my petition, but which I will be addressing as soon as possible by motion or other appropriate action in the Los Angeles Superior Court, which retains, pursuant to clause 20 of the settlement agreement, jurisdiction to enforce its terms.

I therefore request 90 days from the date of this court's granting of this petition in which to file a respondent's brief or other responsive document.

DATED: February 20, 1990

Respectfully submitted,

A large, stylized handwritten signature in black ink, appearing to read 'G. Armstrong', written over a horizontal line.

GERALD ARMSTRONG

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF ALAMEDA)

I am employed in the County of Alameda, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 7140 Buckingham Blvd., Berkeley, CA 90475.

On February 20, 1990 I caused to be served the foregoing document described as RESPONDENT'S PETITION TO FILE RESPONSE AND FOR AN EXTENSION OF TIME TO FILE RESPONSE on interested parties in this action by placing a true copy thereof enclosed in a sealed envelope with postage thereon fully prepaid in the United States mail at Oakland, California, addressed to the persons and addresses specified on the service list attached.

Executed on February 20, 1990 at Oakland, California.

SERVICE LIST

COURT OF APPEAL OF THE STATE OF CALIFORNIA
SECOND APPELLATE DISTRICT
DIVISION THREE
3580 Wilshire Blvd., Room 301
Los Angeles, California 90010

ERIC M. LIEBERMAN, ESQ.
RABINOWITZ, BOUDIN, STANDARD,
KRINSKY & LIEBERMAN, P.C.
740 Broadway, Fifth Floor
New York, New York 10003-9518

MICHAEL LEE HERTZBERG, ESQ.
275 Madison Avenue
New York, New York 10016

MICHAEL J. FLYNN, ESQ.
FLYNN, SHERIDAN & TABB
One Boston Place, 26th Floor
Boston, Massachusetts 02108

JULIA DRAGOJEVIC, ESQ.
CONTOS & BUNCH
5855 Topanga Canyon Blvd., #400
Woodland Hills, California 91367

CLERK OF THE SUPERIOR COURT
111 North Hill Street
Los Angeles, California 90012